

EXHIBIT A

EQUIPMENT SCHEDULE # 90921Dated 07/31/2008

1. This Schedule covers the following property ("Equipment"):
80 YDRE GOLF CARS
2. Location of Equipment:
**SANTA CLARA GOLF & TENNIS
5155 STARS AND STRIPES DR.
SANTA CLARA, CA 95054**
3. The Lease term for the Equipment described herein shall commence on September 01, 2008 and shall consist of 48 months from the first day of the month following said date.
4. Rental payments on the Equipment shall be in the following amounts, payable on the following schedule:
**48 MONTHLY PAYMENTS IN THE AMOUNT OF \$4,796.12 (APPLICABLE TAXES TO BE BILLED).
STARTING SEPTEMBER 2008 AND ENDING AUGUST 2012. DUE THE 1ST DAY OF
THE MONTH AS FOLLOWS:**

Sep-08 \$4,796.12	Jan-09 \$4,796.12	Jan-10 \$4,796.12	Jan-11 \$4,796.12	Jan-12 \$4,796.12
Oct-08 \$4,796.12	Feb-09 \$4,796.12	Feb-10 \$4,796.12	Feb-11 \$4,796.12	Feb-12 \$4,796.12
Nov-08 \$4,796.12	Mar-09 \$4,796.12	Mar-10 \$4,796.12	Mar-11 \$4,796.12	Mar-12 \$4,796.12
Dec-08 \$4,796.12	Apr-09 \$4,796.12	Apr-10 \$4,796.12	Apr-11 \$4,796.12	Apr-12 \$4,796.12
	May-09 \$4,796.12	May-10 \$4,796.12	May-11 \$4,796.12	May-12 \$4,796.12
	Jun-09 \$4,796.12	Jun-10 \$4,796.12	Jun-11 \$4,796.12	Jun-12 \$4,796.12
	Jul-09 \$4,796.12	Jul-10 \$4,796.12	Jul-11 \$4,796.12	Jul-12 \$4,796.12
	Aug-09 \$4,796.12	Aug-10 \$4,796.12	Aug-11 \$4,796.12	Aug-12 \$4,796.12
	Sep-09 \$4,796.12	Sep-10 \$4,796.12	Sep-11 \$4,796.12	
	Oct-09 \$4,796.12	Oct-10 \$4,796.12	Oct-11 \$4,796.12	
	Nov-09 \$4,796.12	Nov-10 \$4,796.12	Nov-11 \$4,796.12	
	Dec-09 \$4,796.12	Dec-10 \$4,796.12	Dec-11 \$4,796.12	

APPROVED AS TO FORM
FOR THE CITY OF SANTA CLARA
ATTORNEY FOR THE SPORTS AND
OPEN SPACE AUTHORITY OF THE
CITY OF SANTA CLARA

5. Interest Factor: 5.24 %
6. Other Terms:

Lessee agrees to reimburse Lessor, who shall pay any assessed property taxes due on the equipment leased pursuant to Section 12 of the Master Lease Agreement.

Yamaha is not obligated to perform or provide any service, under any circumstances under the terms of the lease agreement. Service is the responsibility of the Lessee. Failure by Lessee to maintain or service the equipment consistent with the terms of the Master Lease Agreement shall not relieve Lessee of the responsibilities under the Master Lease Agreement.

* lease includes 3 free use loaner vehicles.

This Equipment Schedule is issued pursuant to the Master Lease dated, September 21, 2004 (the "Lease"). All of the terms and conditions, representations and warranties of the Lease are hereby incorporated herein and made a part hereof as if they were expressly set forth in this Equipment Schedule and this Equipment Schedule constitutes a separate lease with respect to the Equipment described herein.

LESSEE: CITY OF SANTA CLARA (SPORTS AND OPEN SPACE AUTHORITY)

LESSOR: YAMAHA MOTOR CORPORATION, U.S.A.

By: _____
Signature

By: Patrick Breene

Name: Jennifer Sparacino
Type or Print

Name: Patrick Breene

Title: Director, City of Santa Clara Sports and Open Space Authority

Title: Vice President

ATTEST:

ROD DIRIDON, JR.
CITY CLERK

YAMAHA MOTOR CORPORATION, U.S.A.

COMMERCIAL CUSTOMER FINANCE
6555 Katella Avenue, Cypress, CA 90630
(800) 551-2994, Fax (714) 761-7363

E-MAIL: LaTanya_Covington@Yamaha-Motor.co

NAME OF INSURANCE AGENT: _____

August 01, 2008

ADDRESS: _____

Please Reference our Quote# 90921

PHONE: _____

FAX: _____

RE: **SANTA CLARA GOLF & TENNIS**

(Customer) Account # _____

Gentlemen:

The Customer has leased or will be leasing equipment from Yamaha.

The Customer is required to provide Yamaha with the following insurance coverage:

"All Risk" Property Insurance covering the property owned by or in which Yamaha has a security interest, in an amount not less than the full replacement cost of the property, with Yamaha named as **LOSS PAYEE**.

Public Liability Insurance naming Yamaha as an **ADDITIONAL INSURED** with the proceeds to be payable first on the Behalf of Yamaha to the extent of its liability, if any. The amount of the Public Liability Insurance **shall not be less than \$1,000,000.00** combined single limit.

Each policy shall provide that: (i) Yamaha will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering Yamaha shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against Yamaha or its assigns for any violation of any term of the policy or the Customer's application therefore.

A Certificate evidencing such coverage should be mailed to Yamaha at the following address.

Yamaha Motor Corporation, U.S.A.
Attn: Commercial Customer Finance
6555 Katella Ave
Cypress, CA 90630

Your Prompt attention will be appreciated.

Very Truly Yours,

Equipment Covered:

80 YDRE GOLF CARS

CITY OF SANTA CLARA (SPORTS AND OPEN SPA

(Name of Debtor/Lessee)

Equipment Location:

5155 STARS AND STRIPES DR.

By: _____

(Signature of Authorized Officer)

SANTA CLARA, CA 95054

Title: _____

(See attached)

**STATEMENT OF INSURANCE\SELF-INSURANCE
by the
CITY OF SANTA CLARA, CALIFORNIA**

(As of July 1, 2008)

1. COMMERCIAL GENERAL LIABILITY INSURANCE.

A. GENERAL LIABILITY.

The City of Santa Clara is self-insured for general liability claims up to \$5,000,000, under the authority granted in California Government Code §§ 990(a) and 990.4(a). The City has established a Special Liability Insurance Claim Fund to provide resources for general liability contingencies.

B. AUTOMOBILE LIABILITY.

The City of Santa Clara is self-insured for automobile liability claims up to \$5,000,000, under the authority granted in California Government Code §§ 990(a) and 990.4(a). The City has established a Special Liability Insurance Claim Fund to provide resources for automobile liability contingencies.

C. EXCESS LIABILITY.

The City of Santa Clara is insured for liability claims in excess of a \$5,000,000 Self-Insured Retention up to \$20,000,000 through Alliant National Municipal Liability (ANML) Program.

2. "ALL-RISK" PROPERTY INSURANCE.

A. PROPERTY POLICY.

The City of Santa Clara maintains a Property insurance policy and participates in the layered Public Entity Property Insurance Program (PEPIP), administered through the following insurance broker:

Alliant Insurance Services, Inc
1301 Dove Street, Suite 200
Newport Beach, CA 92660
Telephone: (949) 756-0271
Facsimile: (619) 699-2100

The policy number, effective dates and carrier are as follows:

Carrier:	Lexington Insurance Co. and Others
Policy No.:	PPROP08-09
Effective Dates:	07/01/08 - 07/01/09

Property Insured:

The property covered by this insurance program includes all real and business personal property, including EDP equipment and media, contractors' equipment, owned and leased vehicles, all risk and collision upset and overturn on declared vehicles, communication equipment, plate glass, cameras, surveyors' equipment, vehicles while parked, business interruption, loss of rents, extra expense, valuable papers and records, service interruption, fine arts and accounts receivable.

Perils Insured:

The perils covered by this insurance program include all risks of direct physical loss or damage to property, including flood, but excluding earthquake.

B. BOILER & MACHINERY INSURANCE.

The City of Santa Clara maintains a Boiler and Machinery Policy placed through the following insurance broker:

Alliant Insurance Services, Inc
1301 Dove Street, Suite 200
Newport Beach, CA 92660
Telephone: (949) 756-0271
Facsimile: (619) 699-2100

The policy number, effective dates and carrier are as follows:

Carrier:	Lexington Insurance Co./CNA/Foreign Excess Ins. Companies
Policy No:	PBOILER08-09
Effective Dates:	07/01/08 - 07/01/09

3. WORKERS' COMPENSATION INSURANCE.

The City of Santa Clara maintains an Excess Workers' Compensation and Employers' Liability Insurance policy placed through the following insurance broker:

Alliant Insurance Services, Inc
1301 Dove Street, Suite 200
Newport Beach, CA 92660
Telephone: (949) 756-0271
Facsimile: (619) 699-2100

The policy number, effective dates and carrier are as follows:

Carrier:	CSAC Excess Insurance Authority
Policy No.:	EIA-08-EWC-84
Effective Dates:	07/01/08 - 07/01/09

S:\Attorney\INSURANCE\SELF INSURANCE\Statement of Self Insurance - CSC.doc

CERTIFICATE OF ACCEPTANCE

This certificate is executed pursuant to Equipment Schedule No. 90921
dated July 31, 2008 to the Master Lease Agreement dated
September 21, 2004 between Yamaha Motor Corporation, U.S.A.
(the "Lessor") and CITY OF SANTA CLARA (SPORTS AND OPEN SPACE AUTHORITY)
(the "Lessee").

The Lessee hereby certifies that the Equipment set forth below, as also described in the above Equipment Schedule, has been delivered and accepted by the Lessee on the Commencement Date shown below.

QUANTITY	EQUIPMENT TYPE/MODEL	SERIAL NUMBER	NEW/USED	LOCATION
80 YDRE GOLF CARS		See Attachment	NEW	SANTA CLARA GOLF & TENNIS 5155 STARS AND STRIPES DR. SANTA CLARA, CA 95054

ADDITIONAL CONDITIONS/SPECIAL TERMS:

Please return this certificate as your acknowledgment of the above Commencement Date and acceptability of the Equipment.

CITY OF SANTA CLARA (SPORTS AND OPEN
SPACE AUTHORITY)
as Lessee

By: _____

Name: Jennifer Sparacino

Title: Director, City of Santa Clara Sports
and Open Space Authority



YAMAHA MOTOR CORPORATION, U.S.A.
6555 KATELLA AVENUE CYPRESS, CALIFORNIA 90630-5101 800-551-2994 FAX 714-761-7363

August 1, 2008

CITY OF SANTA CLARA (SPORTS AND OPEN SPACE AUTHORITY)

ATTN: Tim Walsh

ATTN: LEASING DEPT

2951 28TH STREET

SANTA MONICA, CA 90405

> Billing address

Dear Tim Walsh:

Enclosed you will find the documentation for your lease of 80 YDRE
Yamaha golf cars. The documents enclosed in the package include the following:

Equipment Schedule #90921
Request for Insurance
Certificate of Acceptance
Invoice For First Payment

Please have these documents signed by an Authorized City Official and return them to me in the enclosed prepaid overnight return envelope.

The insurance form should be forwarded to your insurance company and a copy returned to us with the other documentation.

If the city requires the use of **Purchase Orders**, please provide one with your documents. However, if they are not required please include a signed statement on official city letterhead stating that a purchase order will not be required for this transaction.

We appreciate your continued business and thank you for choosing us to service your leasing needs. If you should have any questions, please give us a call at 800-551-2994.

Sincerely,

A handwritten signature in cursive script that reads 'Bryan Ashton'.

Bryan Ashton

YAMAHA
Commercial Customer Finance



Santa Clara Golf & Tennis Club

Initialed By: _____

AMORTIZATION SCHEDULE FOR MUNICIPALITY

LESSEE: Santa Clara Golf & Tennis Club

EQUIPMENT SCHEDULE # 90921

Yield: 5.240%

Mon #	Due Date	Payment	Interest
1	09/01/08	4,796.12	1,236.20
2	10/01/08	4,796.12	1,221.15
3	11/01/08	4,796.12	1,206.05
4	12/01/08	4,796.12	1,190.88
5	01/01/09	4,796.12	1,175.65
6	02/01/09	4,796.12	1,160.35
7	03/01/09	4,796.12	1,144.98
8	04/01/09	4,796.12	1,129.56
9	05/01/09	4,796.12	1,114.06
10	06/01/09	4,796.12	1,098.51
11	07/01/09	4,796.12	1,082.88
12	08/01/09	4,796.12	1,067.19
13	09/01/09	4,796.12	1,051.43
14	10/01/09	4,796.12	1,035.61
15	11/01/09	4,796.12	1,019.72
16	12/01/09	4,796.12	1,003.77
17	01/01/10	4,796.12	987.74
18	02/01/10	4,796.12	971.65
19	03/01/10	4,796.12	955.49
20	04/01/10	4,796.12	939.26
21	05/01/10	4,796.12	922.96
22	06/01/10	4,796.12	906.60
23	07/01/10	4,796.12	890.16
24	08/01/10	4,796.12	873.66
25	09/01/10	4,796.12	857.08
26	10/01/10	4,796.12	840.44
27	11/01/10	4,796.12	823.73
28	12/01/10	4,796.12	806.94
29	01/01/11	4,796.12	790.08
30	02/01/11	4,796.12	773.16
31	03/01/11	4,796.12	756.16
32	04/01/11	4,796.12	739.09
33	05/01/11	4,796.12	721.94
34	06/01/11	4,796.12	704.73
35	07/01/11	4,796.12	687.44
36	08/01/11	4,796.12	670.08
37	09/01/11	4,796.12	652.65
38	10/01/11	4,796.12	635.14
39	11/01/11	4,796.12	617.56
40	12/01/11	4,796.12	599.90
41	01/01/12	4,796.12	582.17
42	02/01/12	4,796.12	564.36
43	03/01/12	4,796.12	546.48
44	04/01/12	4,796.12	528.53
45	05/01/12	4,796.12	510.49
46	06/01/12	4,796.12	492.38
47	07/01/12	4,796.12	474.20
48	08/01/12	4,796.12	455.94
Totals:		230,213.76	41,216.16